



Loudoun County, Virginia

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## INVITATION FOR BID

### JANITORIAL SERVICES FOR LOUDOUN VALLEY COMMUNITY CENTER

ACCEPTANCE DATE: Prior to 4:00 p.m., June 28, 2013 "Atomic Time"

IFB NUMBER: QQ-01806

ACCEPTANCE PLACE: Department of Management and Financial Services  
Division of Procurement  
One Harrison Street, SE, 4<sup>th</sup> Floor, MSC#41C  
Leesburg, Virginia 20175

A Pre-Bid Conference will be held on June 20, 2013 at 10:00am Loudoun Valley Community Center, 320 W. School Street, Purcellville, VA 20132 for clarification of any questions on the specifications.

**PLEASE NOTE:** State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your bid include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration, per the requirements in Sections 6.45 and 7.25. Please complete the Proof of Authority to Transact Business in Virginia form on page 57 of this solicitation and submit it with your bid. Failure to provide this information or providing inaccurate or purged information shall result in your bid being rejected.

Requests for information related to this Invitation should be directed to:

Philip R. Butterfass, CPPB  
Contracting Officer  
(703) 737-8493  
(703) 771-5097 (Fax)  
E-mail address: [Philip.Butterfass@loudoun.gov](mailto:Philip.Butterfass@loudoun.gov)

This document can be downloaded from our web site:  
[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)

Issue Date: June 6, 2013

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN  
ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION  
AS SOON AS POSSIBLE

INVITATION FOR BID

**JANITORIAL SERVICES FOR  
LOUDOUN VALLEY COMMUNITY CENTER**

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Prepared By: Philip R. Butterfass, CPPB Date: June 6, 2013  
Contracting Officer

# JANITORIAL SERVICES FOR LOUDOUN VALLEY COMMUNITY CENTER

## 1.0 PURPOSE

The intent of this Invitation for Bid (IFB) is to obtain the services of a qualified contractor to provide janitorial services at the Loudoun Valley Community Center (the "Facility"), 320 W. School Street, Purcellville, Virginia 20132. This is a heavily used Facility.

The estimated number of children enrolled in the Facility's Day Care Center is 165. There are, however, approximately 100 children in the Facility on a daily basis. The total daily count of all visitors is between 150 to 200 people including the children. The outdoor Pavilion at the Facility is available rent out on Saturdays and Sundays throughout the year. The indoor spaces at the Facility are available to rent out on an ongoing basis.

It is the County's intent to award a one (1) year contract with the potential for up to three (3) additional renewal periods equal to the original contract term, for a possible four (4) year contract.

## 2.0 COMPETITION INTENDED

It is the County's intent that this IFB permits competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent or appointed designee not later than fifteen (15) days prior to the date set for bids to close.

## 3.0 DISCREPANCIES

Should a bidder find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from the County in writing, not later than ten (10) working days prior to the bid opening. Any changes to the IFB that result from such a clarification request, will be communicated through a written addendum and posted on the Procurement home page at [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement). Failure to request such a clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than the County's.

## 4.0 BIDDER'S MINIMUM QUALIFICATIONS

Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein. All bidders must submit the documentation indicated below with their bid. Failure to provide any of the required documentation may be cause for bid to be deemed non-responsible and rejected.

The following criteria shall be met in order to be eligible for this contract:

1. Bidders shall provide, at a minimum, three (3) comparable references of current work being performed, preferably at other public sector facilities. These references must be for work done for comparable building(s) of 25,000 sq. ft. with similar cleaning requirements. Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.
2. Bidder shall provide proof that they have been in business for three years providing similar services.

## 5.0 SCOPE OF SERVICES

The information provided in this section is not intended to be a substitute for site inspection and verification of the scope and difficulty of work to be performed.

### 5.1 General:

The Loudoun Valley Community Center was originally the Purcellville Elementary School, built in 1923. The Facility is 17,650 square feet and is heavily used for community activities ranging from pre-school programs to classes for seniors. Members of the community are able to rent the Facility's outdoor pavilion and indoor gymnasium.

The successful bidder will be responsible for cleaning the entire Facility, excluding the mechanical and electrical rooms and any areas designated by the County Contract Administrator. The bidder will be responsible for emptying the trash cans on both playgrounds.

The information provided in this section is not intended to be a substitute for site inspection and verification of scope and difficulty of work to be performed. It is the County's expectation that the successful bidder shall have sufficient staff to start work on August 1, 2013.

Bidder's price shall be sufficient to pay all applicable federal and state withholdings, workers' compensation, insurance and comply with at a minimum, the current minimum wage rate. ***All bidders shall provide, with their bid, a cost breakdown detailing how the bid price was determined. The breakdown shall include number of employees, cost of supplies, etc. Failure to include this breakdown with the bid shall be cause to deem the bid non-responsive and rejected.***

### 5.2 Work Included:

It is the intention of this IFB to obtain a Custodial Maintenance Program for the Facility from a qualified Contractor. Such services shall encompass furnishing adequate and appropriate labor, materials, supplies, equipment, and supervision for the performance of the projected work.

The ultimate responsibility of the Contractor is to provide a facility that is uniformly clean, hygienic, orderly, and attractive, which will reflect favorably upon the County and the Contractor. Variances in user traffic, building renovation work, weather conditions and other uncontrollable and unpredictable factors will determine the actual frequency requirements necessary to maintain County standards.

The daytime custodial staff shall be required to perform other related duties as directed by the Contract Administrator or his/her designee. Some of these duties are described herein and include room setups, posting of temporary signs, etc.

The County reserves the right to add similar items/services or delete items/services specified in the Contract as requirements change during the course of the Contract. Prices for items/services to be added to/deleted from the Contract will be mutually agreed to by the County and the Contractor. A Contract amendment will be issued for each addition/deletion.

### 5.3 Custodial Service Performance:

Service shall be performed according to the Cleaning Activity Specifications in Section 5.16 and the Frequency of Cleaning Service in Section 5.16 Q., except for Loudoun County Government observed holidays. Contractors must verify Loudoun County observed holidays by contacting the Contract Administrator at 571-258-3777. County holidays include:

New Year's Day (January 1st)  
Memorial Day (Last Monday in May)  
Independence Day (July 4th)  
Labor Day (1st Monday in September)  
Thanksgiving Holiday (4th Thursday in November and the following Friday)  
Christmas Day (December 25th)

Routine nighttime custodial service shall be performed Sunday through Friday between 9:00 p.m. and 2:30 a.m. The Contractor should anticipate that, on occasion, certain areas of the building may be occupied until after 10:00 p.m. and cleaning cannot be performed. In this event, the Contractor should be able to coordinate with County staff on where work can be performed as to not disturb the public using the Facility.

Periodic and special cleaning must also be done between the time the building closes and 7 a.m., or at other times by permission of the site supervisor. In all cases, the Contractor shall work at the convenience of the occupant.

Prior arrangements shall be made with the County to perform duties at other than prescribed hours. This service will be performed only at the County's convenience.

#### 5.4 Supplies:

The Contractor shall furnish all supplies necessary for the work required under this IFB. They include but are not limited to:

- A. Toilet paper shall be of 100% post-consumer waste content, double ply such as Fort Howard or approved equivalent.
- B. Paper towels shall be of 100% post-consumer waste content, semi-bleached, multi-fold such as Fort Howard or approved equivalent.
- C. Wax such as Able's Diamond Cote Premium Grand Floor Finish or equivalent.
- D. Roll paper towels, when used, in kitchens and coffee stations and pre-school classrooms.
- E. Paper toilet seat covers.
- F. EPA approved germicidal detergent, such as Lysol IC, or equivalent.
- G. Walk off mats shall be provided at all exterior entrances to the building. In addition, the Contractor shall provide sufficient mats to create a walking surface or path from the exterior sliding doors to the opposite exterior sliding doors. These mats are to be in place whenever wet conditions warrant their installation. They shall be removed and stored when dry, non-slippery conditions exist.

The mats are to be in "like new" condition, all matching in style and color, and of a color compatible with the building color scheme. Mats should be on a regular service/cleaning schedule to maintain a clean appearance at all times. Minimum rotation every two (2) weeks.

The following floor mats need to be provided by the contractor.

Main Entrance - 4ft.x 8ft.

Upstairs Exit Door - 3ft.x 3ft.

Upstairs Exit Door -3ft. x 3ft.

- H. No supplies shall be used that the County or the manufacturer of the product determines harmful to the surfaces to which applied or to any other part of the buildings, their occupants, contents, or equipment.  
**The Bidder shall indicate on the "Supply List" (Attachment #1) the brand names and estimated quantities necessary for the**

**performance of the Contract. Failure to complete this list shall be a basis for rejection of the Bid.** The County may require samples of the products offered. The successful bidder shall supply Product Brochure and the material Safety Data Sheets (MSDS) within ten (10) days after the award of the Contract. Submission of this list is **MANDATORY**.

- I. The Contractor is responsible for supplying all paper goods, soaps, cleaners, etc., currently in use in the building bathrooms, canteens, kitchens, coffee stations, etc. or equivalent substitutions approved by the Contract Administrator. **ALL PAPER PRODUCTS MUST BE SEPTIC SYSTEM SAFE.**
- J. All supplies provided by the Contractor shall be compatible with the existing dispensers at all locations.

5.5 **OSHA Guideline Compliance:**

- A. **MATERIAL SAFETY DATA SHEETS** - The successful bidder shall furnish to the Contract Administrator copies of Material Safety Data Sheets (MSDS) for all products used prior to beginning service in the Facility and must update copies of the MSDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into the Facility, a copy of that product's MSDS must be provided to the Contract Administrator, prior to the product being used in any facility.

The Material Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.

- B. **LABELING OF HAZARDOUS MATERIALS** - Contractor shall comply with OSHA Regulation 1919.1200, paragraph f, concerning the labeling of all chemical containers.
- C. **CAUTION SIGNS** - Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the County. Caution signs shall be on-site on commencement of Contract.
- D. **OSHA GUIDELINES OF BLOOD PATHOGENS** - Contractor shall comply with the OSHA Standard 29CFR1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in custodial service. Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the Contract Administrator.

Due to the nature of custodial work, proof of compliance with OSHA regulation 1920.1200, Hazard Communication, shall be provided to the Contract Administrator upon commencement of this Contract.

Failure of the Contractor or their employees to comply with all applicable laws, regulations and rules shall permit the County to immediately terminate this Contract without liability.

5.6 Labeling of Supplies/Chemicals:

The Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract. Markings or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with all Federal, State and County laws, ordinances, rules and regulations.

5.7 Slip Resistance:

The Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery.

5.8 Germicidal Properties:

The Contractor shall use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) Registration Number.

5.9 Equipment:

- A. All necessary cleaning equipment including power driven floor scrubbing machines, back pack vacuum, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this Contract shall be furnished by the bidder. Such equipment shall be of the size and type customarily used in work of this kind and no equipment shall be used which is harmful to the Facility or its contents. All equipment must be in good working condition at all times. Any non-working equipment shall be replaced/repared within twenty-four (24) hours. **The bidder shall indicate on the "Equipment List" (Attachment #2) the manufacturer and amount of equipment that they have available for use under the Contract. FAILURE TO COMPLETE THIS LIST SHALL BE A BASIS FOR REJECTION OF THE BID AS NON RESPONSIVE.**

**NOTE:** All equipment such as brooms, mops, and vacuums shall be available for use by the County staff or day porters during the day. The County shall assume responsibility when using the equipment. Adequate paper supplies and hand soap shall be stored in locked



housekeeping closets on each floor. Designated County employees will have keys to these closets in the event supplies become short during the day and need replenishment.

- B. Electrical power, 110 volts, will be furnished by the County at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of his work. The Contractor shall be responsible for any damage caused to the electrical outlets and their covers caused by the improper connection or disconnection of equipment. Hot and cold water will also be made available as necessary for cleaning.

5.10 Supervisor(s):

The Contractor shall provide the necessary supervision with personnel who ARE NOT a part of the regular, on-site cleaning staff. The supervisors shall be literate and fluent in the English language due to the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with County personnel. Contractor's supervisors shall also be capable of communicating fully with all Contractor's employees in the event they do not speak English. The County's authorized representative will be the sole judge of the communication level. The Contractor shall provide documentation that the supervisor has the necessary skills, and is paid at a higher rate than the custodians. The County requires that the supervisor be on-site during the shift. In the event of sickness or any absence of the regular supervisor, the Contractor shall provide a substitute of equal or greater skills. The Contractor shall be required to provide the name and position within the company of the supervisor to the County. The Contractor shall provide a telephone answering service for the use of the supervisor for work-related messages. The supervisors shall have a cell phone in good working order provided at the Contractor's expense. This cell phone number shall be provided to the County's designee.

5.11 Mandatory Requirements for Contractor Personnel:

- A. The Facility shall be fully staffed on the first day of work under the Contract. All personnel shall receive close and continuing first-line supervision by the Contractor.
- B. Custodians shall be employees of the Contractor; day laborers are not acceptable.
- C. Custodians employed by the Contractor shall be fully trained and skilled in safe and proper housekeeping techniques. **The bidder shall provide sufficient documentation to demonstrate adequate training has been provided with their bid. Bidder shall submit statement outlining their training program and method of verifying**

**employee competency. Failure to do so shall be cause for rejection of the bid.** The use of custodians who are not adequately trained may be sufficient grounds for termination of the Contract. Emphasis should be placed on Handling Hazardous Materials (proper clean-up of blood and body fluids) as stated in Section 5.5D.

- D. Contractor shall supply the Contract Administrator with a current list of all employees that will perform work at the Facility(s) prior to beginning work under the Contract. A copy of a driver's license or work permit shall be supplied for each employee. Each of these employees shall be adequately trained and have had criminal background checks.
- E. The County reserves the right to require immediate removal of any employee from County service it deems unfit for service for any reason not contrary to law. This right is nonnegotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified janitors so as to be able to provide a replacement within twenty-four (24) hours. Posts remaining vacant beyond these time limits may be cause for termination of the Contract.

5.12 Employee Identification and Building Access:

- A. All employees shall wear uniforms that bear company name/logo. Uniforms shall be approved by the County Contract Administrator and shall not be exceptionally dirty, stained, or torn.
- B. Identification badges shall be furnished by the Contractor and worn by all Contractors' employees while on County premises. The badge shall have the employee's picture, name, and signature.
- C. Access to the Facility shall be as directed by the County Contract Administrator or his/her representative. Contractor's employees may not leave the premises during working hours except in cases of emergency and on approval of the Contract Administrator or his/her authorized representative. Should employees require an off-site dinner break, the time of this break must be submitted in advance to the Contract Administrator. Contractor will be supplied with a list containing point of contacts and corresponding phone numbers to contact in case of an emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted area will be designated by the authorized County representative. All doors shall remain locked and no doors shall be propped open at any time.
- D. Contractor shall require all employees performing under this Contract to personally sign and be responsible for each electronic access card to gain entry to work areas. This card is to be used only by the individual who has signed for the card. When an individual is no

longer employed by the Contractor, the card must be reassigned using the KEY/CARD request form provided. The form should be sent to the County Custodial Supervisor or his designee. If a card is lost, the County Custodial Supervisor or his designee must be notified immediately. In either case, a message must be left with the Contract Administrator at 540-554-8643. Use of electronic pass card by any other person other than the individual signing for the card will be ample cause for termination of the Contractor. The County reserves the right to charge the Contractor for lost or damaged cards.

- E. Contractor employees shall not be allowed to bring family, friends or pets on premises.

#### 5.13 Contractor Quality Control Program:

The Contractor shall establish a complete quality control program to assure the requirements of the Contract are met as specified. A draft Quality Control Plan (QCP) shall be submitted for review and approval prior to start of Contract. The QCP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or County Building Inspectors point out the deficiencies. This QCP is of paramount importance. The program shall include, but not be limited to the following:

- A. An inspection system which is tailored to the specific facility and which covers all services stated in the tasks and frequencies segment of the Contract. The Contractor shall devise a checklist for use during the performance of the work. The checklist shall be signed and dated to indicate the time inspection was completed. It is not permissible for the person who performs the work to inspect and accept that work. The Contractor and his supervisors who will complete inspections should be identified by title and type of inspection each is authorized to perform. A copy of each inspection is to be provided to the Contract Administrator within twenty-four (24) hours of inspection.
- B. An on-site file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the County, upon request, during the term of the Contract.

#### 5.14 Black Light Test:

The County uses a black light test to detect the presence of urine. The County will deem bathroom fixtures or floors not meeting specifications if the black light detects urine.

#### 5.15 Vending Concessions:

The Contractor shall provide sanitary napkins and tampons for existing dispenser units. Contractor shall collect and keep the money. If dispensers become inoperable, it is the Contractor's responsibility to notify the Contract Administrator for repairs or replacement. Maximum amount the County is allowing the Contractor to charge for these feminine hygiene items is \$.50.

If the Contractor wishes to replace the existing sanitary product vending machines, they may do so only with the written permission of the Contract Administrator and at their own expense.

#### 5.16 Cleaning Activity Specifications:

These specifications are given as a general guideline to establish a minimum quality of service for each cleaning activity. The schedule of services is outlined in Section 5.16.Q.

##### A. Receptacles:

All trash and paper shall be removed and collected at the dumpster sites according to the schedule.

##### 1. Receptacle Emptying and Cleaning

All trash receptacles shall be emptied according to schedule. All receptacles shall be relined with clean plastic liners. The Contract Administrator shall be notified when a trash receptacle requires repair or replacement. Receptacles shall be kept clean and odor free. Trash and paper shall not be allowed to accumulate in hallways or overflow receptacles.

Spills resulting from collection process shall be promptly cleaned.

##### 2. Miscellaneous Trash and Paper Collection

All trash and paper left in corridors or near trash receptacles and obviously intended as trash shall be collected and removed to the designated dumpster/collection site. **Any questionable item shall be verified as intended.** Staff is to be trained specifically on disposal of items near and around trash receptacles. **NOTE:** Items/materials near or around trash cans shall not be considered trash if they are not marked as trash. The Contractor shall only remove items that are actually in the trash receptacles or specifically labeled as "trash." The Contractor shall emphasize this procedure with all cleaning staff.

3. Receptacle Cleaning and Disinfecting

According to schedule, trash receptacles shall be thoroughly cleaned and disinfected, such cleaning to include any rigid liners within receptacles. Care shall be taken to thoroughly dry metal parts to prevent rust. Receptacles shall be free from dirt, food, or beverage spoilage and odors.

B. Restroom Cleaning and Servicing

Restrooms shall be cleaned with proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms and to prevent odors. Servicing shall be accomplished often enough to assure adequacy of supplies and hygienic condition of restrooms.

1. Fixture Cleaning and Disinfecting

Fixtures including toilet bowls, hand basins and urinals shall be cleaned according to schedule. Special care shall be paid to floor and wall mounting brackets and sealants so as not to allow accumulations of dirt, urine and other soils.

Fixtures shall present a clean shining appearance free from dust, spots, stains, rust, mildew, soap residues, mineral deposits, organic material, etc. Wall and floor brackets and other fixture junctures shall be free of accumulations of dirt and urine.

2. Stall Partition Cleaning

Stall partitions and partitions between urinals shall be cleaned according to schedule. Graffiti shall be scrubbed or wiped off as soon after detection as possible. Graffiti which cannot be removed by normal cleaning procedures shall be reported immediately to the Contract Administrator. Stall and urinal partitions shall present a clean appearance free from water streaks, stains, soil, or other unsightly omissions and free from dust on top edges.

3. Mirror and Chrome Cleaning

Mirrors, chrome and other metal trim shall be cleaned and polished according to schedule. Included shall be metal supply dispensers, hand dryers, metal door pushes, metal light switches. Abrasive cleaners shall not be used. Mirrors, chrome, and other metal trim shall be free from water marks, streaks, soil, stains, graffiti, and other omissions and shall present a high shine.

4. Tile De-scaling

According to the schedule, tile floors, stalls, etc., in restrooms shall be cleaned of all scale, mineral deposits and soap residues with an appropriate chemical cleaning solution. Extreme care shall be exercised to avoid damaging fixtures, metal pipes, chrome, etc. Tile floors, walls and shower stalls shall be cleaned of all scale, mineral deposits and soap residues and shall be thoroughly rinsed and dried to present a uniformly clean appearance.

5. Grout Cleaning

Grouting and sealants shall be cleaned according to schedule with an appropriate chemical cleaning agent. Care shall be exercised to prevent damage to tile and any loose or broken grouting shall be reported to the Contract Administrator. Grout and other sealants shall be scrubbed clean and present a uniformly clean and hygienic appearance.

6. Ceramic Tile Floor/ Wall Cleaning

Ceramic tile floors and walls shall be thoroughly scrubbed with a heavy duty disinfectant/detergent solution. Extreme care shall be exercised to avoid excessive flooding of area. Ceramic tile floors and walls shall be thoroughly cleaned, rinsed and dried to present a uniformly clean appearance.

7. Sanitary Napkins

The sanitary napkin disposal containers shall be emptied and sanitized.

8. Restroom Servicing

Restrooms shall be serviced according to schedule and as frequently as necessary to assure sufficiency of supplies and hygienic condition.

Extra supplies shall be left when necessary to assure sufficiency between cleaning and servicing. Hand towels, soap, toilet issues, toilet seat covers, and deodorant air fresheners shall be stocked in appropriate dispensers in quantities adequate to ensure sufficiency between cleaning or servicing.

C. Floor Maintenance

1. Sweeping/Dust Mopping

Floors shall be swept or dust mopped according to the schedule to present a clean and orderly appearance at all times. Sweeping compounds shall not be used on finished floors but may be used on garage floors. Floors shall present a clean and orderly appearance with no loose dirt or debris in evidence

including in corners, expansion joints, and other places accessible to the broom or dust mop.

2. Removing Gum/Tar, etc.

Surface accumulations of chewing gum, tar, hardened dirt and other spoilage that cannot be removed by other means such as mopping, sweeping, dust mopping, shall be scraped and then removed. Care shall be taken to avoid damage to floor tiles or finish. All gum, tar, and other soils shall be removed as soon as they are discovered.

3. Spot Mopping

According to the schedule and as needed, spills, spots and stains shall be damp mopped to assure a uniformly clean appearance. Spilled materials such as alcohol or other chemicals may result in stains which penetrate floor finishes. In these instances, floors shall receive a light coat of finish to repair the damage and present a uniform appearance.

Spills, spots, and stains shall be mopped up to assure a uniformly clean appearance.

4. Mopping

Floors shall be damp or wet mopped according to the schedule to maintain a uniformly clean appearance. Care shall be taken to avoid splashing walls, baseboards, furnishings, etc. Disks of cardboard or plastic shall be placed under or around furniture legs to prevent rust stains. Mopped floors shall be free from streaks, spots, stains, smears, mop strands and other unsightly appearance.

5. Spray Buffing

This procedure shall be employed according to the schedule to ensure a high gloss, non-slippery finish on all floors, to repair and refinish worn areas of finish and to remove heel and scuff marks. Extreme care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, furnishings with the floor machine. Replace all furniture. Floors shall have a uniform high shine and be free of streaks, scuffmarks, and other unsightly appearance.

6. Stripping and Refinishing

This procedure shall be employed according to schedule to remove accumulations of dirt, finish, discoloration's, stains, and rust spots from finished floors. Flooding of floors with stripping solution or rinse water shall be avoided at all times. Extreme caution shall be exercised to prevent splashing of walls, baseboards or furnishings. Any furnishings moved in order to accomplish the procedure shall be replaced to proper position

when work is completed. Also, floors shall be re-waxed according to schedule with a sealer and coats of slip-resisting floor finish. Floors shall be clean and free from scuffmarks, stains, rust, dirt, gum, tar, old finish, etc. before finish is applied. Coats shall be applied with adequate time for drying allowed between coats. DRY STRIPPING PROCEDURES SHALL NOT BE USED WITHIN THE FACILITY.

Floors shall be stripped of layers of soiled finish, heel marks and scuffs, discoloration's, and stains. After thorough rinsing, floors shall be ready for application of new or additional finish. Sealer and coats of finish shall be properly applied to floor. Finished or refinished floors shall present a uniform shine and shall not have buildups or finish along edges or in corners. Overlapping finish marks shall not be apparent and all omissions shall be blended in with additional coatings to assure uniformity.

D. Carpet Care

Carpets shall be vacuumed, spot cleaned, and shampooed to remove accumulations of dust, dirt, stains, and soil according to the schedule. Carpets shall present a uniformly clean appearance at all times free from spots, stains, chewing gum, tar, grease, litter, etc. Any tears, rips, burns, or indelible stains shall be reported for repairs or replacement.

1. Vacuuming

Carpets shall be vacuumed according to schedule. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be free from lint, debris strings, loose carpet strands and the pile shall stand erect.

2. Spot Cleaning

Carpets shall be spot cleaned as necessary to remove gum, tar, grease, spills, spots, stains, etc. A solvent cleaner may be used provided that it is safe and does not cause fading or discoloration. Aerosol chewing gum remover may be used with a putty knife, but careful attention shall be paid to avoid damaging carpet fibers.



Carpets shall be kept free from chewing gum, candy spills, spots, grease, food and beverage stains, water-marks, etc. Indelible stains, which cannot be removed by spotting and shampooing procedures shall be reported to the Contract Administrator. Water leaks or beverage spills shall be cleaned up as soon as they are discovered. Gum and tar shall be removed as soon as they are discovered.

3. Shampooing

This procedure shall be employed according to schedule to ensure a clean and uniform appearance and to prolong the life of the carpeting. This is complete carpet cleaning and involves the use of steam extraction to thoroughly clean carpet. Care shall be taken to avoid damaging carpet fibers irrespective of the method of carpet cleaning employed. Carpets, which have been shampooed, shall present a uniformly clean appearance with no evidence of surface spoilage or spotting, the pile shall stand erect and the color shall be bright. *Contractor shall give the County at least seventy-two (72) hours notice prior to shampooing carpets.*

E. Horizontal Surface Cleaning

Horizontal surface cleaning shall be interpreted to mean those surfaces and objects not high enough to require the use of a ladder (below 100" or about in height) that comprise the furnishings and structures of the Facility including, but not limited to office furniture (chairs, tables, file cabinets), counter tops, ledges, rails, display cases and the tops of those cases, typewriters, telephones, etc.

***NOTE:*** *Unless requested, objects (books, papers, files, etc.) on horizontal surfaces should not be moved to accomplish cleaning. High horizontal cleaning includes those areas that must be reached by a ladder or special, long reach cleaning device.*

1. Spot Cleaning

This procedure is a form of policing areas for dirt, smudges, smears, graffiti, fingerprints, spills, splashes, etc. It shall be accomplished according to schedule and as a matter of good housekeeping practice, on a continuing basis. Surfaces which have been spot cleaned shall be free from smudges, fingerprints, dirt, splashes, graffiti, smears, spills, etc. and shall present a uniformly clean appearance.

2. Dusting

Dusting shall be accomplished according to schedule. Care shall be exercised to avoid damaging painted or wooden surfaces and "lighting" of the cleaned areas. Appropriate cleaning agents shall be used and shall be tested in inconspicuous areas before general use.

Appropriate cleaning agents, polishes, cloths, etc., shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to keep dust dispersion to a minimum. Dusted surfaces shall be free from dust, lint, paper shreds, grime, cobwebs, hair, and other unsightly omissions. If treated dust cloths are used, there shall be no oil streaks left on the surface.

3. Damp Wiping

Damp wiping or washing to horizontal surfaces shall be accomplished according to the schedule. Appropriate cleaning agents shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to avoid damage to wood or painted surfaces. Surfaces that have been damp wiped shall be free from dirt, streaks, spots, stains, cobwebs, smudges, fingerprints, smears etc., and shall present a uniformly clean appearance. Water marks or spots shall be wiped clean and dry.

F. Vertical Surface Cleaning

Vertical surface cleaning shall be interpreted to mean those surfaces not high enough to require the use of a ladder (below 100" or about in height) that comprise the furnishings and structure of the Facility and shall include, but not limited to walls, doors, gates, baseboards, table and desk legs and sides, sides of file cabinets, frames, pictures, wall hangings, maps, signs, ventilation louvers, etc.

1. Spot Cleaning

Procedure same as in 5.16.E (1)

2. Dusting

Procedure same as in 5.16.E (2)

3. Damp Wiping

Procedure same as in 5.16.E (3)

4. Wall Scrubbing

This procedure shall be accomplished according to schedule. Appropriate cleaning agents shall be employed according to the type and composition of the wall. Disinfectant agents shall be used on restroom walls. Walls shall be totally cleaned and well rinsed and shall be free from graffiti, dirt, splashes, soap residues, fingerprints, etc., and shall present a uniformly clean appearance.

Manual or machine scrubbing may be employed, but in either case, flooding of floors is to be avoided at all times. Floors and floor finish shall be protected during the procedure.

5. Baseboard Cleaning

Baseboards shall be cleaned according to schedule and after all stripping, scrubbing, and refinishing procedures as necessary. Baseboards shall be free from splashes, dirt, cobwebs, finish buildups, streaks, crevice accumulations of dirt, etc.

G. Drinking Fountain Cleaning and Disinfecting

Drinking fountains shall be cleaned according to schedule. All surfaces shall be cleaned with an appropriate disinfectant/detergent solution, wiped thoroughly dry and polished. All trash and debris (gum wrappers, cigarette butts, etc.) shall be removed. Plumbing problems shall be reported to the maintenance staff for corrective action. Drinking fountains shall be free from trash and debris (gum wrappers, cigarette butts, etc.), dirt, fingerprints, smudges, streaks, spots and stains. Wall areas around the fountains shall be free from water spots and streaks.

H. High Dusting/Cleaning

High surfaces shall be interpreted to mean those surfaces and objects high enough to require the use of a ladder (above 100" or about in height) which comprise the structure and furnishing of the Facility and shall include, but are not limited to wall/ceiling junctures, light fixtures, ventilation louvers, overhead signs, sills, ledges, etc. High surfaces and objects shall be free from dirt lint, cobwebs, grease, grime, streaks, spots, stains, insects, etc., and shall present an overall clean appearance.

1. Cleaning Vents, Grills, Etc.

Ventilation louvers, grills, panels, etc. shall be cleaned according to schedule by damp wiping, dusting, washing, or vacuuming as appropriate and with appropriate cleaning agents.

Cleaned vents, grill, etc., shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.

2. Cleaning Light Filters

Removable light filters (egg crates, diffusers, etc.) shall be taken down, cleaned, and replaced according to schedule using appropriate cleaning agents. Care shall be taken to prevent cracking or breaking these somewhat delicate structures. Same standards as in paragraph H (1).

I. Cleaning Venetian Blinds

Venetian blinds are used as a means of blocking or controlling passage of light and sunshine through windows. Blinds shall be cleaned according to schedule by any of the industry - accepted methods: dusting, damp wiping, vacuuming, hand washing or washing by use of an ultrasonic cleaning machine. Care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc., and shall present an overall clean appearance.

J. Window/Glass Washing Service Requirements

1. The Contractor shall provide the necessary equipment, supplies, and materials to accomplish the task and frequency set out for window/glass washing at the facilities.
2. The Contractor shall wash and dry both the inside (twice a year) and outside (twice a year) window/glass surfaces; wash the inside window frames and sills; dust the outside window frames and sills; and remove bird and insect nests, if found. All exterior cleaning shall be done from the ground by use of ladders, lifts, etc. Contractor will not be allowed access to the roof.
3. The Contractor shall observe all OSHA-prescribed safety regulations and practices. All ladders, scaffolding, window anchors, safety belts, etc. shall be OSHA approved for window/glass washing.
4. Acids shall not be used for cleaning windows/glass.
5. The absence of a requirement covering specific equipment, operations, or hazards shall not relieve the Contractor of the responsibility of taking further action to provide maximum safety in the performance of window/glass cleaning.

K. Stairway Cleaning

Stairways shall be cleaned according to schedule. Stairways shall present a uniformly clean appearance.

1. Riser and Threshold Cleaning

Risers and thresholds shall be cleaned according to the schedule. Attention shall be paid to inaccessible areas such as corners and edges and appropriate tools shall be employed to clean these areas. All gum, tar, grease, and other soils shall be removed. Risers and thresholds shall be free from trash, both in open areas and inaccessible areas such as corners and along edges. If finish is used on stairway risers, there shall not be buildup of finish or accumulations of dirt in layers of finish.

2. Hand Rail Cleaning

Hand rails of stairways shall be cleaned. Handrails shall be free from fingerprints, dirt and smears.

L. Emergency Custodial Services

Emergency services may include, but are not limited to cleaning up spills, leaks, floods, sickness, animal wastes, breakage, etc. If the event of an emergency situation is of such magnitude that regularly scheduled tasks cannot be accomplished, the County Contract Administrator shall be so informed. Emergency services shall be judged according to the nature of the procedure (i.e., separate standards apply to each function) and on the responsiveness to the situation. Response must take place within six (6) hours starting at 8:30 am.

M. Special Jobs

Special jobs consist of special cleaning or special functions cleaning of an area after repairs or refurbishing, restocking soap/towel dispensers in kitchen areas, break rooms, waiting/reception rooms, etc.

The Contractor shall notify occupants of the Facility seventy-two (72) hours prior to ANY major cleaning activity such as carpet shampooing or floor stripping and finishing. The method of notification shall be by posted, typewritten notices placed in prominent locations. Affixing the notices to walls, doors etc., must not damage the surface finishes. The notice must describe the activity, time and date, anticipated tenant disruptions, and a phone number that can be called if there are any questions. The notices must be removed promptly after the cleaning activity.

N. Room Setups

Contractor shall be responsible for special room setups as requested by users. Written instructions and diagrams will be given for each room setup. Each setup may involve the movement or arrangement of tables, chairs, etc., and the installation of microphones. At the conclusion of each special setup, Contractor shall return the room to its normal arrangement.

O. Exterior Cleaning

1. Grounds and Sidewalks

The grounds and sidewalks around the Facility and parking area shall be kept free of litter. The areas within ten feet of the building shall be clean and swept as needed. Trash cans and ash urns are to be emptied, cleaned and new liners installed. No less than two (2) times per Contract period, all entryways shall be pressure washed using an acceptable cleaning solution within a ten (10) foot perimeter.

2. Parking Area

The parking area shall be kept free of trash and litter. Follow Facility schedule for cleaning of stairwells.

P. Work Time Designations

Unless designated otherwise, the following time schedules are applicable:

**(NOTE:** Normal workweek will be Sunday-Friday)

1. One (1) time daily - daily work to be performed each day at Contractor's discretion.
2. Once per week (weekly) - work to be performed once per week at Contractor's discretion, a minimum of four (4) days apart.
3. Two (2) times per week - work to be performed twice per week at Contractor's discretion, a minimum of two (2) days apart.
4. Three (3) times per week - work to be performed on Monday, Wednesday and Friday.
5. One (1) time per month (monthly) - work to be performed once per month, a minimum of three (3) weeks apart.
6. Two (2) times per month - work to be performed twice per month, a minimum of two (2) weeks apart.

7. One (1) time per Contract year - yearly work is to be performed once per Contract year, within the first sixty (60) days of each twelve (12) month period.
8. Two (2) times per Contract year - work is to be performed twice per Contract year, the first work is to be performed within the first sixty (60) days and approximately six (6) months thereafter of each twelve (12) month period.
9. Four (4) times per Contract year (quarterly) - work is to be performed at approximately ninety (90) day intervals, the first work to be performed within the first thirty (30) days of each Contract year.
10. As needed - determined by County Contract Manager.

Q. Frequency of Cleaning Service

1. Daily Service to All Areas:

- a. Empty all trash, reline with clean bag and remove trash.
- b. Clean floor surfaces including stone, brick or composition flooring. Remove gum and tar, spot mop spills, and spray buff floor surfaces.
- c. Vacuum all carpets, including walk-off mats, spot clean, remove gum and tar. (Walk-off mats are provided by Contractor.)

***NOTE: Carpets receive heavy traffic and may require a more thorough cleaning on a frequent basis rather than spot cleaning. Contractor shall be responsible for the clean appearance of the carpets at all times regardless of cleaning method or schedule used.***

- d. Clean and disinfect drinking fountains/water coolers.
- e. Collect and remove all miscellaneous trash and rubbish at the outside areas to designated pick-up location.
- g. Dust all vertical and horizontal surfaces that are readily available and visibly require it.
- h. Spot clean all interior windows (below 110 inches) and glass entrances and other doors, partitions, display cases, clean and polish light fixtures.

- i. Wipe off counter tops, table tops, chairs, and exterior of appliances.  
Remove glue from tables.
- j. Remove handprints or marks from walls, doors, and doorframes.
- k. Change out all recycling toters and stage full toters in designated staging area.
- l. Clean kitchen/coffee bar areas, empty trash, wash sink basins, wipe off counter tops, mop floor, and replenish paper towel dispenser if available.
- M. Kitchen Floors will be scrubbed nightly.

2. Daily Service to Restrooms

- a. Empty trash, re-line with clean bag, and remove trash to designated pick-up location (Nightly).
- b. Clean and disinfect all fixtures, clean all partitions, clean and polish mirrors, chromes, metal, counter tops, benches.
- c. Wet mop with disinfectant and rinse floor.
- d. Restock all supplies. There shall always be adequate supply of required expendable toilet items - soap, paper towels, toilet paper, sanitary napkins, toilet seat covers and deodorant air fresheners.
- e. Clear Sink, Urinal & Toilet Stoppages.

3. Every Other Day Service to All Areas

Sweep and dust stairways including steps and landings.

4. Once Weekly Service to All Areas

Mop stairway steps, risers and landings.

5. Twice Weekly Service to All Areas

Disinfect and clean desk phones.

6. Every Other Week Service to All Areas

- a. Machine scrub all restroom floors.



- b. Dust and clean Ledges, Shelves and other high surfaces below 110 inches.
- c. Dust and clean Clocks, Lamps, Telephones, TV's and VCR's.
- d. Clean Exterior of Microwaves and Refrigerators.

7. Monthly Service to All Areas

- a. Complete vertical and horizontal surface cleaning.
- b. Clean and disinfect all trash receptacles.
- c. Monthly shampoo preschool area rugs in the daycare, preschool and multi-purpose rooms.
- d. Clean storage areas.
- e. Spray buff all tiled floors not treated under daily service.

8. Quarterly Service to All Areas

High dusting/cleaning.

9. As Need in All Areas but not less than Three Times per Year

- a. Stripping and waxing of Wood floors. (In the classroom areas, all furniture must be removed from the room and then put back after the floor dries).
- b. Clean venetian blinds, clean and treat furniture, woodwork and upholstery.
- c. Clean outside all exterior windows.
- d. Pressure washing entryways within 10 feet of perimeters.

10. As Needed in All Areas But Not Less Than Twice Per Year (Preferably in August and February)

- a. Shampoo carpeted floors in office. Contractor shall shampoo carpets within sixty (60) days of Contract award and approximately every six (6) months thereafter. Carpet should be cleaned using an acceptable and thorough cleaning extraction

method. Bonnet cleaning may be used for spot cleaning to maintain clean appearance.

- b. Clean venetian blinds, clean and treat furniture, woodwork and upholstery.
- c. Clean outside all exterior windows.

11. As Needed in All Areas

- a. Respond to emergency custodial services.
- b. Respond to special job assignments.
- c. Maintain janitor closet/room in an orderly condition and in compliance with County Safety and Fire regulations.
- d. Install walk-off mats in lobby from sliding glass door to steps when slippery conditions exist. Remove and store when dry, non-slippery conditions exist.
- e. As directed, place signs, posters, etc., at designated locations and remove them when directed.
- f. As directed, complete room set ups and return room to normal appearance after the program.

12. Daily At Closing or Sooner in All Areas

- a. Turn off lights and equipment.
- b. Close and lock windows and doors.
- c. Make sure all exterior doors are locked.
- d. Activate the Security Alarm.

R. Night Custodial Service

Bidders are cautioned that the following may be less than that required to perform all daily and periodic work requirements of the Contract. The determination of the total staff-hour requirements for the performance of all services herein specified above those required by the minimum staff-hours specified is the sole responsibility of the bidders.

- 1. **The Contractor shall provide a minimum of five (5) productive staff hours and one (1) supervisory hour on a nightly basis.** These work hours shall be documented by the Contractor on a nightly sign in and sign out log with each worker's name signature and work

times. The original signed log must be submitted along with each payment billing. Failure to provide the minimum hours of documented work per night/day will result in a deduction of \$18.50 per hour for each hour less than the minimum. **NOTE:** this is the **MINIMUM HOUR REQUIREMENT FOR ROUTINE NIGHTLY CLEANING**. The Contractor must provide sufficient labor to accomplish the tasks as identified in the nightly cleaning schedule and this may take longer than the minimum hours. Time for project and special cleaning is in addition to the nightly minimum for routine cleaning.

2. The Contractor shall provide a minimum of one (1) hour of supervision per night. The supervisor must be on-site the minimum time per night and his/her time is documented on the sign in/sign out logs. Supervisory time is not billable and is part of the Contractor's overhead cost. See: Section 5.10 SUPERVISOR(S), for additional requirements. **NOTE:** this is the minimum supervisory time. The Contractor is required to provide on-site supervision whenever there is a failure to comply with the Contract specifications.

S. Daytime Housekeeping Service

1. The Facility shall be staffed with one (1) custodian for three (3) working hours from 11:00 a.m. to 2:00 p.m., Monday through Friday.
2. The Facility daytime custodian shall be provided with a working pager or cell phone by the Contractor to facilitate contact by the other facilities covered under this Contract in case daytime services are needed.
3. The Contractor should be aware that the daytime hours required in the Facility may not be sufficient to provide complete cleaning according to the cleaning schedule. Additional evening hours may be necessary in the Facility.

5.17 The County shall be sole judge of said quality and required frequency of the services provided herewith.

5.18 The Facility shall be staffed to maintain optimum conditions of cleanliness. If the level of cleaning at any time is considered to be unacceptable to the County, then Contractor will be required to increase his staff or take whatever measures are required.

5.19 Suspension of Service:

The County reserves the right to suspend custodial services for areas that are not occupied or only partially occupied. The County will give a minimum of two (2) weeks notice of any suspended service, and service cost will be prorated as agreed upon by the County and the Contractor.

## 5.20 Work and Workmanship

The Contractor shall thoroughly complete each task in a professional, workmanlike manner, and shall use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.

The Contractor shall provide all labor, materials, and equipment necessary for cleaning and maintenance services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

The Contractor is hereby required to render and provide custodial services pursuant to the specifications and frequencies established by the County as set forth herein and govern the Contractor's completion of required operations.

All services provided, and materials used, shall be in accordance with acceptable industry standards. Products used shall be environmentally safe, used in accordance with product directions and be subject to approval of the Contract Administrator.

The Contractor shall designate or assign a representative(s) to act on behalf of the Contractor, if other than the Contractor himself, on all matters affecting work hereunder. Should this individual change, the Contract Administrator must be notified in writing within (5) days after the change.

The Contractor recognizes that other program activities and repair and maintenance operations may be conducted at the sites by County work forces and other parties under Contract with County. The Contractor may be required to modify or curtail certain tasks and operations when this occurs.

## 5.21 Temporary Suspension of Work

The Contract Administrator shall have the authority to suspend work by the Contractor, wholly or in part for such period as necessary due to unsuitable work conditions, failure of Contractor to carry out directions, unsafe or hazardous conditions, or failure to perform in accordance with these provisions.

The Contractor shall request permission of the Contract Administrator, during County business hours, to temporarily suspend work wholly or in part for such period as necessary due to unsuitable, unsafe, or hazardous work conditions or failure of County to notify the Contractor of changes in locks, security codes or access to facilities being cleaned.

## 5.22 Contractor's Damages

The Contractor shall be responsible for ensuring that all reasonable precautions are taken to protect furnishings, fixtures, equipment, computers, telephones, copying machines, flooring, window coverings, carpeting, fax machines, telecommunications and electrical equipment and cables, and all other physical objects in facilities being cleaned. Upon verification by the Contract Administrator of causes and costs of damage, Contractor shall pay County for said damage.

## 5.23 Non-Interference

The Contractor shall not interfere with the public use of the sites and shall conduct its operations as to offer the least possible obstruction and inconvenience to County employees and the public or disruption to the peace and quiet of the area within which the custodial services are performed.

## 5.24 Task Specification

### A. Management, Supervision, and Safety

The Contractor has the responsibility of providing fully trained and qualified personnel. This staff's activity shall be closely monitored by the Contract Administrator at each facility site to detect operational irregularities and non-compliance with contractual requirements.

It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit its contractual obligations.

It shall be the Contractor's responsibility to inspect and identify any condition(s) that renders any portion of the site(s) unsafe, as well as any unsafe practices occurring thereon. The Contract Administrator shall be immediately notified of any unsafe condition. If needed, Contractor shall assist the public by summoning emergency assistance while at the site(s).

The Contractor's crew leader and custodial staff, as well as their supervisory and management staff, shall be fully versed in the Contract and its cleaning/maintenance schedule (s). An outline of the task requirements and schedule for each facility shall be kept with each crew. If any task cannot be thoroughly completed within the Contract cleaning schedule time line, County shall be immediately notified.

## 6.0 CONTRACT TERMS AND CONDITIONS

The Contract with the successful bidder will contain the following Contract Terms and Conditions. **These Terms and Conditions are not negotiable.**

### 6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of Parks, Recreation and Community Services or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director of Parks, Recreation and Community Services or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor.

### 6.2 Contract Period

The Contract shall cover the period from August 1, 2013 through July 31, 2014, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to three (3) additional one (1) year periods. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term shall be limited to the prior year's increase in the Consumer Price Index for Urban Consumers (CPI-U)(All Items less food and energy) (unadjusted for seasonal changes) for the current twelve (12) month period or 3% whichever is the lessor

Notice of intent to renew will be given to the Contractor in writing by the County, normally ninety (90) days before the expiration date of the current Contract.

### 6.3 Contract Quantities

The quantities specified in this Contract are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the Contract, or relieve the Contractor of its obligation to fill all orders placed by the County.

### 6.4 Delays

If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. The Contractor must keep the County advised at all times of the status of the services. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of

Procurement to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

6.5 Delivery Failures

Time is of the essence. Should the Contractor fail to deliver the proper services or item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the Purchasing Agent, or should the Contractor fail to make a timely replacement of rejected items when so requested, the County may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Contractor shall reimburse the County for all costs in excess of the Contract price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

6.6 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

6.7 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

6.8 Payment of Taxes

All Contractors located or owning property in Loudoun County during the initial term of the Contract or any renewal period shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

6.9 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to

the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000
2. General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
aggregate	
Fire Damage Legal Liability:	\$100,000

**GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis**

3. Automobile Liability:

Combined Single Limit:	\$1,000,000
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D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or

b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4. a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.

b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.

5.
  - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
  - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
  - c. Any certificates provided shall indicate the Contract name and number.
6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

#### 6.10 Hold Harmless Clause

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorney's fees and costs related to the claim. This section shall survive the

Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

6.11 Safety

All Contractors and subcontractors performing services for the County of Loudoun are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

6.12 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County shall waive any fees involved in securing County permits.

6.13 Notice of Required Disability Legislation Compliance

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.14 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of

Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

6.15 Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
  - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.16 Drug-Free Workplace

Every Contract over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to

a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

6.17 Faith-Based Organizations

Loudoun County does not discriminate against faith-based organizations.

6.18 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.19 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

6.20 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

6.21 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause, as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Contract requirements.

6.22 Exemption from Taxes

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the

Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

6.23 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

At the end of each calendar month, the Contractor shall submit a proper invoice detailing the appropriate work, in duplicate such invoice to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables for the period of time being billed

Invoices shall be submitted to:

County of Loudoun, Virginia  
Department of Parks, Recreation  
and Community Services  
Attn: Karen Sheets-Gayheart  
20145 Ashbrook Place  
Ashburn, VA 20147

All such invoices will be paid within forty-five (45) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

6.24 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

6.25 Assignment of Contract

The Contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

6.26 Termination

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

6.27 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Purchasing Agent

shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

6.28 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.29 Applicable Laws/Forum

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.30 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TBD

TO COUNTY:

Philip Butterfass  
Contracting Officer  
Loudoun County Government  
1 Harrison Street, SE, MSC 41C  
Leesburg, VA 20175

6.31 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County of Loudoun, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.



### 6.32 Authority to Transact Business in Virginia

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

### 6.33 Criminal Background Checks

The Contractor shall obtain criminal background checks at its expense on all personnel who will be assigned to County buildings working in any capacity including supervision at the start of this contract or upon employment, and at least once per year thereafter. The background check **MUST** be completed and received by the County Contract Administrator before any personnel can work on County property. The Contractor shall inform the Contract Administrator, by certified mail, of any criminal convictions of any type for custodial personnel within five (5) days of obtaining the information. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be made quickly. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the contractor may not bill the County for any hours worked. The Contractor **MUST** remove any employee from County service who is convicted of a felony during his employment. Failure to obtain background checks as specified can result in termination of the Contract.

**NOTE:** the Contractor will have all employees working at County sites, wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Contract.

The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for ANY reason not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Contract.

#### 6.34 Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- B. Access or attempt to access information beyond their stated authorization.
- C. Disclose to any other person, or allow any other person access to, any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

#### 6.35 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

#### 6.36 Minimum Staff-Hour Requirements and Records:

##### A. Total Daily Minimum Staff-Hours:

Productive staff-hours shall be provided every scheduled evening at the Facility by the Contractor to accomplish the service tasks and frequencies contained in the Task Specification Section

B. Records:

1. The Contractor performing work under this Contract shall keep the records identified below for each employee performing work described in the Contract at each facility:
  - a. Name
  - b. Work Classification
  - c. Hours worked each day with starting and ending time
  - d. Contractor shall notify the Department of Parks, Recreation and Community Services' Division Manager immediately of any change in staffing for security reasons.
2. The Contractor shall furnish a certified original copy of such records to Parks, Recreation and Community Services, 215 Depot Court, Leesburg, VA 20176 at the end of each month and must be posted in the custodial office for inspection during the month. Monthly payment will not be made unless these records are submitted and verified.
3. Minimum Hours

The Contractor shall provide the minimum hours of cleaning, and supervisory time while housekeeping is being performed, specified below. Supervisory time is part of overhead and not billable under this Contract. *The Contractor is cautioned that the minimum nightly, or daily, requirement of hours may not be enough to accomplish all the routine nightly tasks and does not include special or project cleaning as required under this Contract.*

1. A minimum of five (5) productive staff hours and one (1) supervisory hour shall be provided every scheduled work day by the Contractor to accomplish the service tasks and frequencies contained in Section 5.16.Q (Frequency of Cleaning Service).
2. The nighttime supervisor shall be present during the nighttime working hours.
3. Clerical, Administrative, and Supervisory personnel do not qualify as productive employees and shall not be counted in the total staff-hours furnished by the Contractor to meet the minimum staffing requirements.

6.37 Plan of Work:

A. Schedule of Daily Work:

The Contractor will provide for a monthly schedule of the daily work plan by area. The plan will be required seven (7) days prior to the first day of the month that it covers. Submission shall be made to the Contract Administrator.

B. Schedule of Periodic Work:

The Contractor shall provide a detailed periodic work plan. The plan will be required within thirty (30) days of Contract award. Submission shall be made to the Contract Administrator.

6.38 Loudoun County Quality Assurance Program:

Each of the services to be rendered under this Contract is subject to County inspection, both during and after completion of the tasks. The County's Quality Assurance Program (inspections evaluations) is NOT a substitute for Quality Control (manpower supervision/control) by the Contractor. The County's Q/A effort does not relieve the Contractor of the responsibility for satisfactorily performing the services specified in the Contract.

A. Consequence of Contractor's Failure to Perform Required Service:

Contractor's failure to perform under the terms and frequencies specified herein, may result in a reduction in the monthly payment due the Contractor or termination of the Contract. The types of reductions described below may, at the County's option, be imposed after notification to the Contractor of any deficiencies and failure to provide remedies.

1. Immediate response requires the Contractor to report to the site by 10:00 a.m. to correct deficiencies from the previous night. The deficiencies shall be of such a nature as to warrant immediate correction or the use and enjoyment of the building will be negatively affected. Deficiencies requiring immediate response are usually gross in nature, such as an entire bathroom not being cleaned, but can be relatively minor if they adversely affect the occupants. For example, a bathroom had no hand towels at the start of business. Should the Contractor fail to respond as required to make corrections, the County may deduct a portion of payment for one day depending on the nature of the infraction.

2. Demerits are assessed for each item missed on the cleaning schedule that does not require an immediate response; and failure to follow security procedures as outlined in Section 6.39 or failure to wear uniforms as outlined in Section 5.12 A. Periodically, a County employee will inspect before the start of business and note any deficiencies on a written checklist. The list will be left in a designated location in the housekeeping closet and the Contractor will be called and asked to make corrections based on the list. Failure to make corrections before the next inspection will result in the Contractor being assessed one (1) demerit per each item left uncorrected. The accumulation of more than ten (10) but less than twenty (20) demerits in one (1) calendar month may result in the Contractor being assessed a \$100 reduction to be deducted from the monthly payment. More than twenty (20) demerits in one (1) calendar month may result in a \$500 reduction and possible termination of the Contract.
3. A sample Contract discrepancy report is contained in Attachment #3.
4. During the first three (3) months of the Contract, the Contractor shall meet on-site with the Contract Administrator and/or other designated County officials as necessary for the purpose of discussing performance. The meetings shall be documented. It is the responsibility of the Contractor to state in writing, any disagreement with the written documentation.
5. After the first three (3) months of the Contract, or at the request of the Contract Administrator, the Contractor shall meet with the Contract Administrator and other designated County officials for the purpose of discussing performance. The Contractor may also request meetings to discuss their performance.

#### 6.39 Security:

Any interior doors that must be unlocked to gain access shall be kept locked during the performance of work. Should any other devices need to be unlocked, such as an entry gate, those devices must be locked immediately upon entry or exit. At no time shall the Contractor allow any person into a locked area or loan keys/access cards to another person. The Contractor shall not allow anyone (including County employees) into the Facility when doors are locked. Violation may result in termination of the Contract. All exterior doors shall remain locked during the performance of the work and all exterior doors and windows must be locked at the end of the shift. Propping doors open may result in an automatic demerit assessment of ten (10) demerits for each incident and if the Contractor's staff fails to properly secure

the Facility, the County will deduct any resulting fees and/or the cost of County staff time required to correct the situation from the Contractor's monthly payment.

6.40 Key Deposit:

Access to the Facility shall be in accordance with instructions, keys and/or security cards issued or provided by the Contract Administrator. Access may include special instruction about security systems installed at the Facility. The Contractor shall take all reasonable precautions to ensure the security of the Facility and internal equipment and furnishings at all times. The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the Facility. The Contractor shall be responsible for any lost keys, card keys and any inherent damages (i.e., re-keying of whole Facility). The Contractor shall report all lost or stolen keys to the Contractor Administrator within 24 hours after discovery of the loss. The Contractor shall reimburse the County for the total cost, as determined by the County, of re-keying the Facility or duplicating additional keys. This cost shall be withheld from payment(s). The decision to re-key the whole Facility is solely that of the County.

Upon completion of Contract, final payment shall be withheld until all issued keys, security cards, or remote controls are returned to the County Contract Administrator or authorized representative.

6.41 Unauthorized Personnel:

At no time shall Contractor allow any people into the Facility other than bona fide employees of the Contractor. At no time shall Contractor allow family members, friends, etc., to be on the grounds or parking lot of the Facility during working hours, other than to pick up or drop off an employee.

6.42 Unauthorized Use of County Equipment:

The Contractor shall not allow his/her employees, at any time, to open desk drawers, cabinets, or to use office equipment, including the use of non-pay telephones for any purpose other than a local emergency call.

6.43 Emergency Telephone Numbers:

The Contractor shall provide an emergency telephone number where he can be reached during normal operating hours and after normal operating hours.

6.44 Smoking:

Smoking is not allowed in County facilities at any time.

6.45 Time Sheets:

All custodial employees including supervisors are required to identify themselves by entering their name, starting time, and, when leaving, ending time on the time sheet each workday. All employees shall sign their own names and times. Failure to submit an accurate timesheet (i.e., inaccurate hours, falsifying names, etc.) may be cause for demerits and/or termination. A standard form such as the one contained in Attachment #4 shall be used. The time sheet shall be posted inside the custodial closet for availability to Loudoun County personnel. The Contractor shall furnish an original copy of such records with the invoice at the end of the month.

6.46 Energy Conservation:

The Contractor(s) shall practice energy conservation and turn off lights in unoccupied areas, except where centrally controlled, and shall keep windows and door closed.

6.48 Criminal Background Checks

The Contractor shall obtain criminal background checks on all personnel who will be assigned to County buildings working in any capacity including supervision. The background check **MUST** be completed and received by the County Contract Administrator before any personnel can work on County property. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be made quickly. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the contractor may not bill the County for any hours worked. The Contractor **MUST** remove any employee from County service who is convicted of a felony during his employment. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Contract. **NOTE:** the Contractor will have all employees working at County sites, wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Contract.

The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for ANY reason not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Contract.

#### 6.47 Bonding

The Contractor must be bonded for employee dishonesty, monies and securities and theft coverage regarding County property in the amount of \$25,000. Procurement will require this documentation before contract award.

## 7.0 INSTRUCTIONS TO BIDDERS

### 7.1 Preparation and Submission of Bids

- A. Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the Contractual obligations.
- B. Pricing must be submitted on IFB pricing form only. Include other information, as requested or required.
- C. All bids must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the IFB number, time and date of opening and the title of the IFB.
- D. All bids shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the IFB requiring execution by the bidder are to be returned with the bids.
- F. Bids must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on June 28, 2013. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/-5/java>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Bidders mailing their bids shall allow for sufficient mail time to ensure receipt of their bids by the Division of Procurement by the time and date fixed for acceptance of the bids. Bids or unsolicited amendments to bids received by the County after the acceptance date and time will not be considered. Bids will be publicly accepted and logged in at the time and date specified above.
- G. Bids may be either mailed or hand delivered to One Harrison Street, S.E., 4th Floor, MSC #41C, Leesburg, Virginia 20175. Faxed and e-mailed bids will not be accepted.
- H. Each firm shall submit one (1) original of their bid to the County's Division of Procurement as indicated on the cover sheet of this IFB.

### 7.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all bidders. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact



with other Loudoun County staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, time and date of opening and the title of the IFB. Material questions will be answered in writing with an Addendum provided, however, that all questions are received at least ten (10) days in advance of the bid opening date. It is the responsibility of all bidders to ensure that they have received all Addendums and to include signed copies with their bid. Addendums can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

7.3 Exceptions/Additions

No exceptions or additions to the Specifications/Scope of Work or Contract Terms and Conditions shall be permitted. Any questions or concerns regarding any part of the IFB shall be submitted to the Division of Procurement prior to the date specified in the Questions and Inquiries section above. Bids containing any exceptions to the Specifications/Scope of Work or Contract Terms and Conditions or submitting additional Terms and Conditions shall be deemed non-responsive and rejected. Exceptions or additions proposed after bid submission by the successful bidder shall not be accepted.

7.4 Inspection of Site

It is strongly recommended that all bidders make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the successful bidder of its obligation to carry out the scope of the resulting contract. Inspections will be allowed during the pre-bid conference. Otherwise site inspection may be arranged by contacting David Shockley, Loudoun Valley Community Center Manager, at 540-338-4122, however they are not guaranteed.

7.5 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for a minimum of ninety (90) days from bid opening date. "Discount from list" bids are not acceptable unless requested.

7.6 Unit Price

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.

7.7 Quotations to be F.O.B. Destination - Freight Prepaid and Allowed

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

#### 7.8 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the bidder's information.** Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

#### 7.9 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or a "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with bid.

#### 7.10 Correction or Withdrawal of Bids and Cancellation of Awards Under Competitive Sealed Bidding

Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, may be permitted at the County's discretion. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest responsive and responsible remaining bid shall be deemed to be the low bid. If the Purchasing Agent, the Using Agency, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating the reasons for his decision.

#### 7.11 Subcontractors

All bidders shall include a list of all subcontractors with their bid. The County reserves the right to reject the successful bidder's selection of subcontractors

for good cause. If a subcontractor is rejected, the bidder may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

7.12 Use of Brand Names

Unless otherwise provided in this IFB, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the IFB is descriptive -- NOT restrictive -- it is provided to generally indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If the bid is based on offering other than the referenced or specified items, the bid must show the name of the manufacturer, brand or trade name, catalog number, etc., of article offered. If other than the brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. Bidders must certify that item(s) offered meet and/or exceed specifications. If an item considered as being equal by the bidder is offered and not accepted, the bid shall be rejected. If a bidder makes no other offer and takes no exception to specifications or reference data, it will be required to furnish the brand names, numbers, etc., as specified.

7.13 References

All bidders shall include, with their bids, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of bid as non-responsible. Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

7.14 Contract Quantities

The quantities specified in this Invitation for Bid are estimated only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract, or relieve the Contractor of his obligation to fill all orders placed by the County.

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT LOUDOUN COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

7.15 Incidental and Consequential Damages

No bidder may require contractual language limiting or eliminating liability for incidental and consequential damages.

7.16 Late Bids

LATE bids shall be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.

7.17 Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County. Informality shall mean a minor defect or variation of a bid from the exact requirements of the Invitation to Bid which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

7.18 Prohibition as Subcontractors Under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

7.19 Vendor Preference in Tie Bids

The Division of Procurement and all other departments of the County making purchases of goods, services or construction shall give preference to goods, services or construction sold by County and state vendors, in that order, in all cases of tie bids, quality and service being equal.

7.20 Anti-Trust Violations

Tie bids may cause rejection of bids by the Division of Procurement and/or prompt an investigation for Anti Trust violations.

7.21 Basis for Award

Contract award shall be made to the lowest responsive and responsible bidder based on Grand Total cost. Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.

7.22 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low

bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

7.23 Notice of Award

A Notice of Award will be posted on the County's web site ([www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)) and on the bulletin board located in the Division of Procurement, 4<sup>th</sup> floor, One Harrison St, SE, Leesburg, Virginia 20175.

7.24 Protest

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Management and Financial Services.

7.25 Debarment

By submitting a bid, the bidder is certifying that bidder is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

7.26 Proof of Authority to Transact Business in Virginia

A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

7.27 Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

7.28 Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the Contract Terms and Conditions contained herein.

7.29 W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

7.30 Insurance Coverage

Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.



## Loudoun County, Virginia

Division of Procurement  
One Harrison Street, 4<sup>th</sup> Floor, MSC #41C  
Leesburg, Virginia 20175

### 8.0 JANITORIAL SERVICES FOR LOUDOUN VALLEY COMMUNITY CENTER SUBMISSION FORM

THE FIRM OF: \_\_\_\_\_

Address: \_\_\_\_\_

FEIN \_\_\_\_\_

**NOTICE TO BIDDERS:** The following required services shall be provided according to the contract terms and conditions contained herein.

12 mo. Janitorial Services FOR LOUDOUN VALLEY COMMUNITY CENTER

12 @ \$ \_\_\_\_\_ /mo. Annual Total \$ \_\_\_\_\_

Contractor shall also provide a fixed hourly rate for additional house-keeper hours in the event the County wishes to increase cleaning hours:

20 hours @ \$ \_\_\_\_\_ /hour Hourly Total \$ \_\_\_\_\_

**GRAND TOTAL** \$ \_\_\_\_\_

A. Return the following with your bid. If bidder fails to provide with their bid, items shall be provided within twenty-four (24) hours of bid opening.

ITEM:

INCLUDED: (X)

1. W-9 Form: (Sect 7.29) \_\_\_\_\_
2. Certificate of Insurance: (Sect 7.30) \_\_\_\_\_
3. Addenda, if any (Informality): \_\_\_\_\_

B. Failure to provide the following items with your bid shall be cause for rejection of bid as non-responsive and/or non-responsible. It is the responsibility of the bidder to ensure that it has received all addenda and to include signed copies with their bid (7.2).

ITEM:

INCLUDED: (X)

1. Addenda, if any: \_\_\_\_\_
2. Payment Terms: \_\_\_\_\_ net 30 or \_\_\_\_\_ Other
3. Proof of Authority to Transact Business (Pg. 57)  
in Virginia Form: \_\_\_\_\_
4. Reference Disclosure: (Attachment #5) \_\_\_\_\_
5. Supply List (Attachment #1) \_\_\_\_\_
6. Equipment List (Attachment #2) \_\_\_\_\_
7. Bidders Questionnaire (Attachment #5) \_\_\_\_\_
8. Training Methods (Section 5.11.C) \_\_\_\_\_
9. Pricing Breakdown (Section 5.1) \_\_\_\_\_

Person to contact regarding this bid: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail \_\_\_\_\_

Name of person authorized to bind the Firm (7.8): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents and agrees to the Contract Terms and Conditions as contained herein.





## Loudoun County, Virginia

[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)

Department of Management and Financial Services

Division of Procurement

1 Harrison Street, S.E., 4th Floor, MSC#41C, Leesburg, VA 20175

### PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

***THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL***

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. ***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.***

A. \_\_\_\_\_ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.

B. \_\_\_\_\_ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.

C. \_\_\_\_\_ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.**

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Bidder/Offeror

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

## HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?

QQ-01806

Please take the time to mark the appropriate line and return with your bid.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other \_\_\_\_\_

## SERVICE RESPONSE CARD

QQ-01806

Date of Service: \_\_\_\_\_

### How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS:

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Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ evening

**Please return completed form to: Patty Cogle • Procurement •  
PO Box 7000 • Leesburg, VA 20177**

**RIDER CLAUSE**  
**Use of Contract by Members of the**  
**Northern Virginia Cooperative Purchasing Council and**  
**the Metropolitan Washington Council of Governments**

RFP Janitorial Services for LOUDOUN VALLEY COMMUNITY CENTER

QQ-01806

This clause is intended to allow a successful Contractor to offer the goods and services of the bid to other member jurisdictions of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments. If a mark is made in the **YES** column next to a member name, the pricing, terms and conditions of the final contract are offered to the appropriate member. The successful Contractor may directly notify any member jurisdiction of the availability of the contract.

Offering to sell goods and services as a result of this solicitation to other member jurisdictions is voluntary on the bidder's part. A member jurisdiction's participation in the contract is voluntary, also. Any jurisdiction obligated to participate in the contract is indicated in the body of the solicitation and contract.

Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, may withdraw its extension of the award to that jurisdiction. The member jurisdiction(s) which awards the contract as a result of this solicitation is responsible for the award, etc. of its portion of the contract only. The issuing jurisdiction shall not be held liable

Each member jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful Contractor, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

Failure to offer the terms and conditions of the contract to any member will neither disqualify a bidder nor adversely affect the award of the contract.

**BIDDER'S AUTHORIZATION FOR PARTICIPATION:**

<b>YES</b>	<b>JURISDICTION</b>	<b>YES</b>	<b>JURISDICTION</b>
	City of Alexandria, VA		Loudoun County Sanitation Authority
	Alexandria Public Schools		City of Manassas, VA
	Alexandria Sanitation Authority		City of Manassas Park, VA
	Arlington County, VA		City of Manassas Public Schools
	Arlington Public Schools		Maryland - National Capital Park & Planning
	Charles County Public Schools		Commission
	City of Bowie, MD		Metropolitan Washington Airports Authority
	City of College Park, MD		Metropolitan Washington Council of Governments
	Culpeper County, Virginia		Winchester, VA
	District of Columbia		Montgomery College
	District of Columbia Courts		Montgomery County, MD
	District of Columbia Schools		Montgomery County Public Schools
	District of Columbia Water & Sewer Authority		Northern Virginia Community College
	City of Fairfax, VA		Northern Virginia Planning District Commission
	Fairfax County, VA		Prince George's County, MD
	Fairfax County Public Schools		Prince George's County Public Schools
	Fairfax County Water Authority		Prince William County, VA
	City of Falls Church, VA		Prince William County Public Schools
	Fauquier County, VA		Prince William County Service Authority
	Fauquier County Schools		Town of Purcellville, VA
	City of Frederick, MD		City of Rockville, MD
	Frederick County, MD		Spotsylvania County Schools
	Frederick County Public Schools		Stafford County, VA
	City of Gaithersburg, MD		Stafford County Public Schools
	George Mason University		City of Takoma Park, MD
	City of Greenbelt, MD		Upper Occoquan Sewage Authority
	Town of Herndon, VA		Town of Vienna, VA
	Town of Leesburg, VA		Washington Metropolitan Area Transit Authority
	Loudoun County Public Schools		Washington Suburban Sanitary Commission
			Winchester Public Schools

BIDDER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

This form must be completed and returned with bid.

Revised 6/2006

## ATTACHMENT #1

### SUPPLY LIST

Contractor is required to complete the list provided. The Contractor is advised that the list is by no means exhaustive and that the responsibility of providing the supplies necessary and essential for performing work specified in the Contract rests with the Contractor:

<u>ITEM</u>	<u>BRAND</u>
Plastic Trash Can Liners	
Paper Towels (Recycled)	
(Fort Howard, Nibroc, Erwin, or approved equal.)	
Two-Ply Toilet Paper (Recycled)	
(Northern, Feather Soft or approved equal)	
Hand Soap	
Bobrick Dispenser -Liquid Satin, or approved equal	
Toilet Seat Covers	
Cleaners:	
Glass/Window	
Bathroom	
Bowl	
Multi-Purpose	
Floor Care	
Stripper	
Finish	
Sealer	
Polish	
Metal Polish	
Furniture Care	
Polish (Vinyl)	
Polish (Wood)	
Carpet spot/Stain Remover	
Steam & Carpet Cleaner	
Disinfectant (Lysol or approved equal)	
Tile Cleaner	
Gum Remover	
Dust Mop Treatment	
Sand (Cigarette sand urns)	
Floor Pads	
Upholstery Cleaner	
Wood Cleaner	
Porcelain Cleaner	
Stainless Steel Cleaner	
Brass Polish	
Ice Melt	

**ATTACHMENT #2**

**EQUIPMENT LIST**

Contractor is required to complete the list provided. The Contractor is advised that the list is by no means exhaustive and that the responsibility of providing the supplies necessary and essential for performing work specified in the Contract rests with the Contractor:

<b><u>ITEM</u></b>	<b><u>MANUFACTURER</u></b>	<b><u>QUANTITY</u></b>
Vacuum		
Commercial Grade, 1 1/2 hp. Min.		
Wet/Dry Vacuum		
Backpack Vacuum		
Floor Scrub Machines		
High Speed Buffing Machine		
Low Speed Buffing Machine		
Carpet Steam Cleaner		
Brooms - Indoor/Outdoor		
Dustpans		
Mop - Dust		
Mop - Dust (treated)		
Bucket		
Wringer		
Wet Floor Signs		
Mobile Trash Cans (w/caddy)		
Special High Cleaning Equipment		
Dusters (Lambswool, or approved equal)		
Commode Bush		
Window Cleaning Utensils		
Power Sweepers		

**ATTACHMENT #3**

**CUSTODIAL DISCREPANCY REPORT**

BUILDING NAME: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

VENDOR: \_\_\_\_\_

TO: \_\_\_\_\_  
Contract Administrator \_\_\_\_\_ Date \_\_\_\_\_

Date of Notification: \_\_\_\_\_

Contractor Response: \_\_\_\_\_  
(yes/no)

**Discrepancy or Problem: (Describe in detail)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Contractor Response and Corrective action taken:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

**County Response and Action Taken: (Partial/Full Acceptance, Rejection, Payment Deductions Termination Procedures, etc.)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Contractor Notified: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT #4**

## TIME SHEET

BUILDING NAME: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

VENDOR: \_\_\_\_\_

SUPERVISOR: \_\_\_\_\_

[illegible]

## **ATTACHMENT #5**

### **BIDDERS QUESTIONNAIRE**

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS THEREIN CONTAINED.

1. How long has your organization been in business?  
\_\_\_\_\_
2. List below, or on an attachment, all pertinent information and/or data that indicated your firm's ability to satisfactorily perform to the terms of the contract?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Have you personally inspected the proposed work sites and have a complete plan for the performance of the work?  
\_\_\_\_\_
4. Will you subcontract under this contract? (carpet cleaning and window washing only)  
\_\_\_\_\_
5. Has your firm ever failed to perform satisfactorily or defaulted on contracts awarded to you?  
\_\_\_\_\_  
\_\_\_\_\_
6. State the true, exact correct and complete name of the partnership, corporation or trade name under which you do business and the address and place of business.  
    \* If a corporation, state the name of the President and Secretary  
    \* If a partnership, state the names of all partners.  
    \* If a trade name, state name(s) of individual(s) who do business under the trade name.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Name, address and telephone number of contact for emergency service.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## ATTACHMENT #6

### REFERENCE DISCLOSURE FORM

Contractor shall provide information regarding experience in the janitorial cleaning function by listing three (3) most recent clients. Greater emphasis shall be given to experience function at facilities of comparable size and nature of that specified for the County. At least two (2) references must be within the greater Metropolitan Washington D.C. Area so that the County can confirm past performance by a physical site inspection by County staff.

1.     Company Name: \_\_\_\_\_  
       Contact: \_\_\_\_\_  
       Phone Number: \_\_\_\_\_  
       Area Cleaned: \_\_\_\_\_ Size: \_\_\_\_\_ Type: \_\_\_\_\_  
       Job Dates: \_\_\_\_\_ Beginning: \_\_\_\_\_ End: \_\_\_\_\_
  
2.     Company Name: \_\_\_\_\_  
       Contact: \_\_\_\_\_  
       Phone Number: \_\_\_\_\_  
       Area Cleaned: \_\_\_\_\_ Size: \_\_\_\_\_ Type: \_\_\_\_\_  
       Job Dates: \_\_\_\_\_ Beginning: \_\_\_\_\_ End: \_\_\_\_\_
  
3.     Company Name: \_\_\_\_\_  
       Contact: \_\_\_\_\_  
       Phone Number: \_\_\_\_\_  
       Area Cleaned: \_\_\_\_\_ Size: \_\_\_\_\_ Type: \_\_\_\_\_  
       Job Dates: \_\_\_\_\_ Beginning: \_\_\_\_\_ End: \_\_\_\_\_